

ever, was obtained for her examination as to her estate and effects, and her means of paying the debt in question. She attended and was examined. It would appear from the examination that the defendant and the plaintiff were two of a family of seven, who were entitled to receive as the next of kin some \$2,800 from a deceased brother, who had resided in or near Seattle. One J. G. Trenholm, of Seattle, had charge of the business. A portion of the money was paid over to the defendant and she paid out four shares, amounting to \$1,600. The plaintiff's action was brought to recover his share. This never actually came to her hands. It is still in the hands of Trenholm, who has charge of the estate. The defendant's own share was paid to her. She stated as the reason why she has not obtained the plaintiff's share from Trenholm and paid it over to him, is because the plaintiff owes her, and has owed her for many years an amount exceeding the share in question, and that the same is outlawed, and she thought she is entitled to retain this money under her control, that at all events she was not bound to assist him by bringing it to Canada, it still being in the hands of Trenholm. She said in one part of the examination that she had received this money, but she explained this.

"Q. You told me a little while ago that you received it?  
A. It was about the same, but Mr. Trenholm has charge of the business; until they settle with me; when Harry settles with me we will see what will be done, but he owes me a bulk of money all these years and wont pay me; he is sore because Mr. Trenholm did the business, and that is why he had me up here to-day; he borrowed \$300 from me, and he has not paid me, and there is \$200 of that in my mother's will and he had never paid that, and he is now fighting me for \$398, and I would be foolish, I think, to pay him."

She further stated that Mr. Trenholm has the money; that he did the business; that her sister and brother-in-law live in Seattle, and they know about this debt from the plaintiff to the defendant; that the plaintiff actually owes the defendant all this money; that the defendant said to Mr. Trenholm: "You know that these boys owe me this money and would never pay me, isn't there any way I can get my money out of them," and he said, there was only one, if they would sign these deeds.

"Q. What deeds? A. Each one's share."